

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WK4TM96356PP22		PAGE 1 OF 14	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PG-07-T-0082	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOS HOES				b. TELEPHONE NUMBER (No Collect Calls) 0981-183-939 OR -934 / DSN 468	
6. SOLICITATION ISSUE DATE 22-Feb-2007		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 10 Mar 2007		9. ISSUED BY RCO FRANCONIA SUB-OFFICE ANSBACH, BLEIDORN HOUSING AREA, BLDG 5083 ANSBACH 91522 TEL: 468-7956 / 0981-183-939 FAX: 468-7902 / 0981-183-902		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO DPW, USAG ANSBACH, FIRE & EMERGENCY SVCS STEFAN GROETSCHEL AAH KATTERBACH GEB. 5809 ANSBACH-KATTERBACH 91522 TEL: 467-2822 / 2795 FAX:		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31d. EMAIL:	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 15	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

SOLICITATION INFORMATION

This is a Request for Quotation (RFQ) for programming of an additional frequency in U.S. Army Garrison Ansbach Fire & Emergency Services owned radio equipment. Please return your quote, with your firm stamp (Block 17a), signature (Block 30a), printed name in Block 30b) and Date in Block 30c), by fax or E-mail, NOT LATER THAN: Monday 12 March 2007, 02:00 PM (14:00 MET)

Dies ist eine ANGEBOTSANFRAGE für Einprogrammieren einer zusätzlichen Frequenz in die US Army Feuerwehr eigenen Funkgeräte. Bitte senden Sie Ihr Angebot mit Ihrem Firmenstempel (Spalte 17a), Unterschrift (Spalte 30a), Name in Druckbuchstaben (Spalte 30b) und Datum (Spalte 30c) versehen, bis spätestens Montag, 12. März 2007, 02:00 PM (14:00 MEZ), per fax oder E-mail an uns zurück.

TECHNICAL INFORMATION AND QUESTIONS: Please contact Mr. Stefan Groetschel or Mr. Christian Schneider at the U.S. Army Garrison Ansbach DPW, Fire and Emergency Services, tel. 09802-958632 when you need additional technical information about this solicitation.

IMPORTANT: Please complete the below information
(WICHTIG: Bitte untenstehender Information eintragen)

- (1) Earliest Start date: _____
(Fruehster Anfangstermin)
- (2) Delivery Time (Lieferzeit): _____ Days after Receipt of Order
(Lieferzeit in _____ Tage nach Auftrags-erhalt)
- (3) Payment terms: _____ % _____ days and / or _____ days NET
(Skonto / Zahlungsziel):
- (4) Do you accept VISA credit card payments?: Yes ____ No ____
(Akzeptieren Sie VISA Kreditkarte-zahlung?)
- (5) Your tax identification number (Umsatz-steuernummer): _____
- (6) Your CAGE Code. _____
- (7) Your D-U-N-S number : _____
- (8) Is your company registered with the Central Contractor Registration (CCR) ? Yes ____ No ____

PLEASE NOTE: Ref. The items (6), (7), and (8) you are kindly requested to read the attached instructional letters (in English and German), on how to obtain the numbers and how to register with the Central Contractor Registration (CCR), which has become mandatory for all businesses, individuals and Government entities to do business with the U.S. Government after 1 October 2005.

BITTE BEACHTEN SIE FOLGENDES: Bezüglich der Fragen (6), (7), und (8) verweisen wir Sie auf die im Anhang befindlichen Informationsschreiben (in Englisch und Deutsch), wie Sie die Nummern beantragen, und wie Sie Ihre Firma bei der Central Contractor Registration (CCR) anmelden können. Diese Anmeldung ist fuer alle Firmen, Einzelpersonen und Regierungsstellen nach dem 1. Oktober 2005 für Vertragsbeziehungen mit der U.S. Regierung unerlässlich.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Reprogramming of radio equipment FFP</p> <p>Programming of an additional frequency in US Army Garrison (USAG) Ansbach Fire & Emergency Services owned Motorola radio equipment as listed below. Work has to be performed at the AAH Katterbach Fire Station as well as at the Illesheim Storck Barracks Fire Station by the contractor. Programming is required to integrate a recently installed repeater system which is stationed at Oberdachstetten IRP into the system.</p> <p>The contractor must provide all necessary tools and equipment to perform the programming work. A radio check must be performed with each individual radio and it must be ensured that the system works over the repeater station. Calibration of radios is required. The Contractor has to ensure that his worker have valid ID Cards to enter US Army Installations (See also Clause CCE-225-4001). Technical POC is Mr Stefan Groetschel or Mr Christian Schneider at 09802-958632</p> <p>>>> Courtesy Translation <<<</p> <p>Einprogrammieren einer zusaetzlichen Frequenz in die US Army Feuerwehr eigenen Funkgeraete wie unten gelistet. Die Arbeiten sind vor Ort und zwar in der Feuerwache Katterbach, sowie Illesheim durchzufuehren. Das Programmieren der Frequenz ist erforderlich um eine kuerzlich installierte Relaisstelle welche in Oberdachstetten IRP installiert ist einzubinden. . Der Vertragsnehmer hat alle benoetigten Werkzeuge und Materialien die zur Umprogrammierung benoetigt werden zu stellen. Abgleich und Stehwellenmessung muss durchgefuehrt werden. Eine Funkueberpruefung mit jedem Funkgeraet muss durchgefuehrt werden. Dabei ist die Funktion ueber die Relaisstelle zu pruefen. Der Vertragsnehmer verpflichtet sich, dass seine Arbeiter gueltige Personalausweise mitfuehren um die US Liegenschaften betreten zu koennen (Siehe auch Klausel CCE-225-4001)</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WK4TM96356PP22</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Location Katterbach Fire Station FFP Mobile radios, Type Motorola Astro, installed in vehicles. Vehicles are located at the AAH Katterbach Fire Station, Bldg. 5809, Heliport Kaserne, 91522 Katterbach. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96356PP22	11	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Location Katterbach Fire Station FFP Portable radios, Type Motorola Astro XTS 5000. Radios are located at the AAH Katterbach Fire Station, Bldg. 5809, Heliport Kaserne, 91522 Katterbach. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96356PP22	23	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Location Katterbach Fire Station FFP Base Station, Type Motorola Consolette W-9. Radios are located at the AAH Katterbach Fire Station, Bldg. 5809, Heliport Kaserne, 91522 Katterbach. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96356PP22	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Location Illesheim Fire Station FFP Mobile radios, Type Motorola Astro, installed in vehicles. Vehicles are located at the Illesheim Fire Station, Bldg. 6505, Storck Barracks, 91471 Illesheim. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96356PP22	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Location Illesheim Fire Station FFP Portable radios, Type Motorola Astro XTS 5000. Radios are located at the Illesheim Fire Station, Bldg. 6505, Storck Barracks, 91471 Illesheim. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96356PP22	18	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Location Illesheim Fire Station FFP Base Station, Type Motorola Console W-9. Radios are located at the Illesheim Fire Station, Bldg. 6505, Storck Barracks, 91471 Illesheim. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96356PP22	1	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7500	Contractor Manpower Reporting (CMR) FFP The Contractor shall report all Contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: https://cmra.army.mil/ - The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting should be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. THIS LINE ITEM IS NOT SEPARATELY PRICED! FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96356PP22	1	Each		
NET AMT					

CLAUSES INCORPORATED BY REFERENCE

52.212-4

Contract Terms and Conditions--Commercial Items

SEP 2005

52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7012 Preference for Certain Domestic Commodities

(End of clause)

252.229-7001 TAX RELIEF (JUNE 1997) - ALTERNATE I (JUNE 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____	RATE (PERCENTAGE): _____
(Offeror Insert)	(Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable

to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

CCE 225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY (March 2005)

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

Contractor employees who:

- (a) are not nationals of Germany or other European Union countries, and
- (b) are not members of the force, the civilian component or their dependents, and
- (c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements above.

Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.

CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: USAG Ansbach, Fire and Emergency Services, Mr. Stefan Groetschel

Location: AAH Katterbach, Ansbach-Katterbach, Building No: 5809

DSN Phone No: 467-2822 or 2795 / Commercial Phone No: 09802-83-2822 or 2795

Installation Access Control Office: USAG Ansbach, Provost Marshall Office (PMO)

Location: Barton Barracks, Ansbach, Building No: B-5257

DSN Phone No: 468-7891 / Commercial Phone No: 0981-183-891

CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER
(March 2005)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE

BLZ or BANK ROUTING NUMBER

ACCOUNT NUMBER

BANK NAME

International Bank Account Number (IBAN) (If Applicable) ---

CCE 239-4000 ELECTROMAGNETIC COMPATIBILITY DIRECTIVE (GERMANY) (March 2005)

The Contractor certifies that all electrical and electronic equipment and/or appliances furnished are in compliance with the Electromagnetic Compatibility Directive 89/336/EEC. For radio transmitting and telecommunication devices furnished in the Federal Republic of Germany, the Contractor certifies that all such items have been approved by the Bundesamt fuer Zulassungen. Any penalties for noncompliance imposed by the Government of the European country where the equipment or appliances are delivered or product liability claims caused by interference generated by furnished appliances or equipment are solely the responsibility of the Contractor.



DEPARTMENT OF THE ARMY
UNITED STATES ARMY CONTRACTING COMMAND, EUROPE
REGIONAL CONTRACTING OFFICE WUERZBURG
FAULENBERG KASERNE, GEB. 216
97076 WUERZBURG



SFCA-ECW
Office of the Chief

27 June 2005

IMPORTANT NOTICE

To all Vendors, Contractors, and Governmental Agencies

Effective 1 October 2005, ALL individuals, businesses, and governmental entities doing business with the U.S. Army Contracting Command Europe will be required to:

1. Have a valid and active Data Universal Numbering System (DUNS) number
2. Obtain a Contractor and Government Entity (CAGE) Code if you are a US firm or a NATO CAGE if you are a Foreign Vendor.
3. Register in the Central Contractor Registration (CCR) Data Base (Registration was already mandatory for US Vendors; now Foreign Vendors must also comply.)
4. Provide a Tax Identification Number (US Firms)/Value Added Tax Exemption number (All Foreign Vendors).

In accordance with Federal Acquisition Regulation (FAR) 25.003, a foreign vendor is defined as a contractor or subcontractor organized or existing under the laws of a country other than the United States.

In accordance with FAR 4.602(d), a DUNS number which is a nine-digit number assigned by DUN and Bradstreet Information Services to an establishment, is the Contractor Identification Number for Federal contractors. Foreign vendors can obtain the DUNS number from www.dnb.com/de.

Telephone: 06151-1375-777/888
Fax: 06151-1375675

US Firms can obtain the DUNS from
http://www.dnb.com/us/duns_update/index.html

Telephone: 800-234-3867
Email address: custserv@dnb.com

Foreign vendors can obtain its NATO Contractor and Government Entity (CAGE) Code from http://www.dlis.dla.mil/nato_poc.asp PRIOR to logging on to the CCR website.

Registration in the CCR Data Base can be accomplished via the Internet and will automatically assign a CAGE code to your firm if you are a US Vendor.

In the future, vendors will be prohibited from conducting business with the U.S. Army Contracting Command Europe if they are not registered with CCR. To assist you in your registration, follow the instructions provided below after obtaining the DUNS number and a CAGE Code:

1. Go to CCR's homepage at <http://www.ccr.gov>

2. Click on "Start New Registration."
3. When prompted, enter your DUNS number. Click "Submit".
4. Provide all mandatory information and any applicable optional Information. (Mandatory information is marked in green with an *next to it.)
5. Click "Validate/Save" when finished entering all your information on each page.

HELPFUL HINT: At the CCR registration web page, there is a "CCR-Handbook Tab" available to assist you in the registration process. There you will find 3 helpful links to support your registration process.

Registration in CCR for Foreign vendors and US Firms is valid for ONLY one year. Therefore, it is imperative that you keep the Trading Partner Identification Number (TPIN) initially assigned to you when you registered in CCR. It will be needed when you update your registration.

If you are a US Firm and have any questions or require assistance regarding CCR registration, please contact Ms. Joanna Rodriguez at 011-49-621-487-3213 or send an email to joanna.rodriguez@us.army.mil. All Foreign vendors can contact Mr. Thomas Copeland at 0621-487-3206, email thomas.copeland1@us.army.mil for assistance.

We value our business relationship with you and look forward to many more years of association. Please help us avoid the possibility that our relationship will be interrupted in the future, by completing the CCR registration process **now**. We thank you for your understanding and appreciate your support.

Sincerely,



EILEEN HIPE
Chief, Regional Contracting Office
Würzburg



DEPARTMENT OF THE ARMY
UNITED STATES ARMY CONTRACTING COMMAND, EUROPE
REGIONAL CONTRACTING OFFICE WUERZBURG
FAULENBERG KASERNE, GEB 216
97076 WUERZBURG



SFCA-EU-W
Office of the Chief

27 Juni 2005

WICHTIGE MITTEILUNG

AN ALLE VERTRAGSNEHMER UND REGIERUNGSSTELLEN

Ab dem 1. Oktober 2005 muessen ALLE Einzelpersonen, Firmen, und Regierungsstellen, die mit dem U.S. Army Contracting Command Europe in Vertragsbeziehungen stehen, oder eintreten wollen, folgende Voraussetzungen erfuehlen:

1. Eine aktuelle Data Universal Numbering System (DUNS) Nummer haben.
2. Einen aktuellen NATO Cage Code (Firmen ausserhalb der USA) oder CAGE Code (nur US Firmen) haben.
3. In der Zentralen Vertragsnehmer Datenbank (CCR) registriert sein. **(Die Registrierung war für US-Firmen bereits verbindlich, jetzt jedoch ist dies auch für Ausländische Firmen unerlässlich.)**
4. Eine Tax Identification Number (US Firmen)/Umsatzsteuernummer (Alle Nicht US Firmen).

In Übereinstimmung mit der Federal Acquisition Regulation (FAR) 25.003, wird als ausländischer Vertragsnehmer oder ausländischer Untervertragsnehmer definiert, wer unter den Gesetzen eines anderen Landes als die Vereinigten Staaten tätig ist.

In Übereinstimmung mit FAR 4.602(d), wird US Vertragsnehmern eine neunstellige "Data Universal Numbering System" (DUNS) Nummer von DUN & Bradstreet Information Services zugewiesen.

Ausländische Firmen können eine DUNS Nummer unter der folgender Website www.dnb.com/de bekommen.
Tel.: 06151-1375-777/888, Fax: 06151-1375675

Amerikanische Firmen koennen Ihre DUNS Nummer unter folgender Website bekommen:

http://www.dnb.com/us/duns_update/index.html

Telephone: 800-234-3867
Email address: custserv@dnb.com

Ausländische Firmen können Ihren NATO Contractor and Government Entity (CAGE) Code unter folgender Website bekommen **http://www.dlis.dla.mil/nato_poc.asp**, bevor sie auf die CCR-Website gehen.

Die Registrierung in der CCR-Datenbank kann durch das Internet erfolgen. Amerikanische Firmen wird bei dieser Registrierung automatisch ein CAGE Code zugeteilt.

Um auch in Zukunft Ihre Geschäftsbeziehung mit dem U.S. Army Contracting Command Europe aufrecht zu erhalten, ist es absolut unerlässlich sich in der CCR-Datenbank zu registrieren. Bitte nehmen Sie dies zur Kenntnis und befolgen Sie die unten aufgeführten Schritte um sich zu registrieren. Allerdings ist für diese Registrierung vorher eine DUNS Nummer und einen CAGE Code,

1. Gehen Sie zur CCR Homepage <http://www.ccr.gov/>
2. Markieren Sie "Start New Registration"
3. Geben Sie Ihre DUNS Nummer ein und markieren Sie "Submit"
4. Alle unbedingt erforderlichen Angaben sind mit einem grünen "*" versehen.
5. Den jeweiligen Menüpunkt schliessen Sie mit "Validate/Save Data" ab.

Hilfreicher Hinweis: Auf der CCR Website befindet sich ein Link (Aktenreiter) mit der Aufschrift "CCR Handbook". Dort befinden sich 3 hilfreiche Links die Sie bei der Registrierung unterstützen.

Die Registrierung in der CCR-Datenbank ist nur für 1 Jahr gültig. Danach ist es unbedingt notwendig, daß Sie Ihre Registrierung erneuern, indem Sie die bei der erstmaligen Registrierung erhaltene Trading Partner Identification Nummer, die sogenannte TPIN, gut aufbewahren. Diese benötigen Sie um Ihre Registrierung zu erneuern.

Falls Sie eine Amerikanische Firma sind und noch Fragen haben oder Unterstützung bei Ihrer Registrierung benötigen, setzen Sie sich bitte mit Joanna Rodriguez unter 011-49-621-487-3213 oder schicken Sie eine E-mail an joanna.rodriguez@us.army.mil.

Alle ausländischen Firmen können sich mit Thomas Copeland unter 0621-487-3206 oder E-mail thomas.copeland1@us.army.mil in Verbindung setzen, falls Sie Fragen haben oder Unterstützung bei der Registrierung benötigen.

Wir schätzen Sie als unseren Geschäftspartner und freuen uns auf viele Jahre weiterer guter Zusammenarbeit mit Ihnen. Bitte helfen Sie uns damit es auch so bleibt und führen Sie die Registrierung in der CCR-Datenbank sofort durch. Wir bedanken uns für Ihr Verständnis und Ihre Unterstützung in dieser Angelegenheit.

Hochachtungsvoll,



EILEEN HIPE
Chief, Regional Contracting Office
Würzburg